J. P. Stevens & Company, Inc. and Amalgamated Clothing & Textile Workers Union, AFL-CIO-CLC. Cases 11-CA-6038, 11-CA-6207, and 11-CA-6895

20 October 1983

SUPPLEMENTAL DECISION AND ORDER

On 12 December 1978 the National Labor Relations Board issued its Decision and Order in this case which, inter alia, imposed several extraordinary remedies upon J. P. Stevens & Company, Inc., herein called Respondent. On 11 June 1980 the U.S. Court of Appeals for the Fourth Circuit enforced the Board's Order in part and excluded the extraordinary remedies requiring that Respondent reimburse Amalgamated Clothing & Textile Workers Union, AFL-CIO-CLC, herein called the Union, and the Board their litigation expenses and the Union its negotiation expenses. The court remanded these issues for the Board to "explicate more fully its reasons for requiring reimbursement in this case."

On 13 October 1983 Respondent, the Union, and the General Counsel of the National Labor Relations Board entered into a Settlement Stipulation, subject to the Board's approval, providing, inter alia, that without further notice or proceedings herein, the Board may enter an Order modifying its previous Order in this case as set forth in the Settlement Stipulation.

Having considered the matter, the Board approves the Settlement Stipulation. Accordingly, Respondent J. P. Stevens & Company, Inc., its officers, agents, successors, and assigns, shall

- 1. Cease and desist from
- (a) Bargaining in bad faith for a collective-bargaining agreement, and about other mandatory subjects of bargaining with Amalgamated Clothing & Textile Workers Union, AFL-CIO-CLC (the Union), as the exclusive representative of its employees in the following appropriate bargaining unit (and in all other bargaining units as to which labor organization's right to represent employees has been established in appropriate legal proceedings):

All production and maintenance employees including plant clerical employees, laboratory technicians, janitors, local truck drivers, training center instructors, customer service man and the mail carrier at Respondent's Roanoke No. 1, Roanoke No. 2, Patterson, Rosemary, Delta No. 4, fabricating, and Roanoke Yarn

and Dye plants at Roanoke Rapids, North Carolina, but excluding office clerical employees, professional employees, fire-watchers, yarn planning man, designer and assistant designer, the design department, and guards and supervisors as defined in the Act.

- (b) Unilaterally taking action with respect to wages, hours, and other terms and conditions of employment without affording the Union, or any other labor organization entitled as indicated above, reasonable opportunity to bargain thereon.
- (c) Refusing to timely furnish information to the Union, or to any other labor organization entitled as indicated above, which is relevant and useful to the performance of the statutory duties of a labor organization.
- (d) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights set out in Section 7 of the Act.
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Upon request, bargain collectively and in good faith with the Union as the exclusive representative of all employees in the above-described unit with respect to wages, hours, and other terms and conditions of employment, and upon request embody in a signed agreement any final understanding reached.
- (b) Consult with the Union and afford it an opportunity to bargain collectively with respect to any changes in wages, hours, and other terms and conditions of employment before implementing such changes.
- (c) Give prompt notice to the Union of Respondent's decision to announce or institute systemwide changes in employee benefits; produce upon request all information relevant thereto for purposes of collective bargaining, prior to announcement or implementation of such changes in benefits on a companywide basis; and afford the Union an opportunity effectively to negotiate regarding similar or identical contemplated changes in such employee benefits for the bargaining unit at the Roanoke Rapids plant.
- (d) Make whole all employees adversely affected by Respondent's unilateral changes in the practice of awarding free time for double-shift work, and in the computation of holiday pay, as set forth in the section of the Administrative Law Judge's decision entitled "The Remedy."
- (e) Post in conspicuous places including all places where notices to employees customarily are posted at Respondent's Roanoke Rapids facilities copies of the attached notice marked "Appendix." Copies of said notice will be furnished by the Re-

^{1 239} NLRB 738.

² 623 F.2d 322, cert. denied 449 U.S. 1077 (1981).

^{3 623} F.2d at 329.

gional Director for Region 11, and after being signed by Respondent's representative, shall be posted immediately upon receipt thereof, and be maintained by Respondent for 60 consecutive days thereafter. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

- (f) Upon request of the Union, made within 2 years from the date hereof, immediately grant the Union and its representatives reasonable access to the plant bulletin boards and all places where notices to employees are customarily posted, at each of Respondent's plants, for a period of 1 year from the date of request.
- (g) In the event that during a period of 2 years following entry of this Order, any supervisor or agent of Respondent convenes any group of employees at any of the Respondent's plants and addresses them on the question of union representation, give the Union reasonable opportunity to be present at such speech, and, upon request of said representatives, permit one of them to address the employees for the same amount of time as Respondent's address.
- (h) If, within the next 2 years, the Board schedules an election in which the Union participates at any of Respondent's plants, then, upon request by the Union, afford at least two union representatives reasonable access to each of the Respondent's said plants and appropriate facilities to deliver a 30-minute speech to employees on working time, the date thereof to be within 10 working days before but not within 48 hours prior to any such election.
- (i) Upon request of the Union, immediately furnish it with lists of the names, addresses, and classifications of all of the Respondent's employees at each of its plants as of the latest available payroll date, and furnish a corrected, current list to the Union at the end of each 6 months thereafter during the 2-year period referred to above.
- (j) For the next 2-year period, upon request of the Union, without delay, permit a reasonable number of union representatives access for reasonable periods of time to all its canteens, rest and other nonwork areas, including parking lots, within each of its plants, for the purpose of communicating orally and in writing with the employees in such areas during changes of shift, breaks, meal-times, or other nonwork periods. Respondent shall formulate rules on this subject in the same mannner as provided in paragraph 10 of the contempt adjudication issued by the United States Court of Ap-

peals for the Second Circuit in NLRB v. J. P. Stevens & Co., 96 LRRM 2748 (October 19, 1977).

- (k) Preserve and, upon request, make available to the Board or its agents for examination and copying, all payroll records, and all other records necessary or appropriate to analyze the amounts due employees.
- (1) Notify the Regional Director for Region 11 in writing within 20 days of the date of this Order, what steps Respondent has taken to comply herewith.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

The Act gives employees the following rights:

To engage in self-organization

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To engage in activities together for the purpose of collective bargaining or other mutual aid or protection

To refrain from the exercise of any or all such activities.

The Amalgamated Clothing & Textile Workers Union, AFL-CIO-CLC, is the recognized collective-bargaining representative of our hourly employees at Roanoke Rapids, North Carolina.

WE WILL NOT refuse to bargain in good faith for a collective-bargaining agreement with the aforesaid Union regarding wages, hours, and working conditions of the employees in the bargaining unit.

WE WILL NOT take action affecting wages, hours, and working conditions of such employees without negotiating with the Union.

WE WILL NOT refuse to furnish information to the Union to which it is entitled under the law. The foregoing applies as well to any labor organization which is now, or hereafter becomes, entitled to represent any of our employees.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL compensate all Roanoke Rapids employees who were affected by our 1974 change in the policy relating to free time for employees working double shifts.

working double shifts.

WE WILL compensate, with interest, all Roanoke
Rapids employees who lost money because of our

change in the method of computing holiday pay in 1974 and 1975.

J. P. STEVENS & COMPANY, INC.